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MAY 09 2006**HAYNES BEFFEL & WOLFELD LLP**

INTELLECTUAL PROPERTY LAW

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**JOSEPH P. ROOT
RICHARD C. BROOKS*Submitted in MA only
Submitted in NY onlyFACSIMILE TRANSMITTAL FORM**

FAX NUMBER:	(571) 273-8300
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OF:	U.S. Patent and Trademark Office
FROM:	Warren S. Wolfeld/Kathryn Marley
CLIENT/MATTER:	GEMF 2056-1 (10/073,763)
DATE:	09 MAY 2006

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Attorney Docket No. GEMF 2056-1

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I hereby certify that this correspondence is being facsimile transmitted to United States Patent and Trademark Office at Fax No. 571.273.8300 on 09 May 2006.

Kathryn Marley
Kathryn Marley

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Markus P. Hehlen and William K. Bischel

Application No.: **10/073,763**

Confirmation: **4505**

Filed: **February 11, 2002**

Title: **INTEGRATED OPTICAL
ISOLATOR ARRAY**

Group Art Unit: **2874**

Examiner: **Phan T.H. Palmer**

CUSTOMER NO.: 54413

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTORS
UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

Attention: Office of Petitions
Mail Stop Pctition
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints the attorneys associated with:

Customer Number 54413

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. §3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

Application No. 10/073,763

Attorney Docket No. GEMF 2056-1

Applicants: Markus P. Hiehlen, et al.

Page 2

a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

the Assignment recorded on _____ at reel _____, frames _____

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of Assignee's knowledge and belief, title is in the identified ASSIGNEE.

Direct all telephone calls to Warren S. Wolfeld at (650) 712-0340.

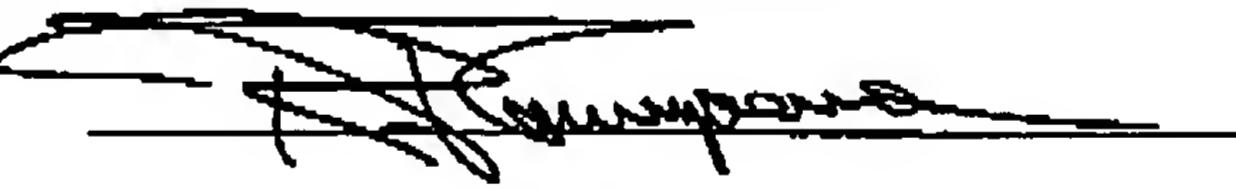
Address all correspondence to:

Customer Number 54413

Warren S. Wolfeld
HAYNES BEFFEL & WOLFELD LLP
P.O. Box 366
Half Moon Bay, CA 94019
(650) 712-0340 (phone)
(650) 712-0263 (fax)

Date: 5/29/06

ASSIGNEE: Gemfire Corporation

Signature: 

Name: Richard B. Tompane

Title: President and Chief Executive Officer

JOINT TO CORPORATE ASSIGNMENT FOR SINGLE INVENTOR
INVENTOR: Markus P. Hehlen

WHEREAS, the undersigned, Markus P. Hehlen, a resident of Los Gatos, California (hereinafter "Inventor"), has invented or co-invented certain new and useful improvements in:

INTEGRATED OPTICAL ISOLATOR ARRAY

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;

WHEREAS Gemfire Corporation (hereinafter "Assignee"), a corporation of the State of California, having a place of business at 2741 E. Bayshore Road, #600, Palo Alto, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest which said inventor has (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of invention or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any

of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee.

Date of Execution of Declaration for Patent Application: 2/6/02

Markus P. Hehlen
Markus P. Hehlen

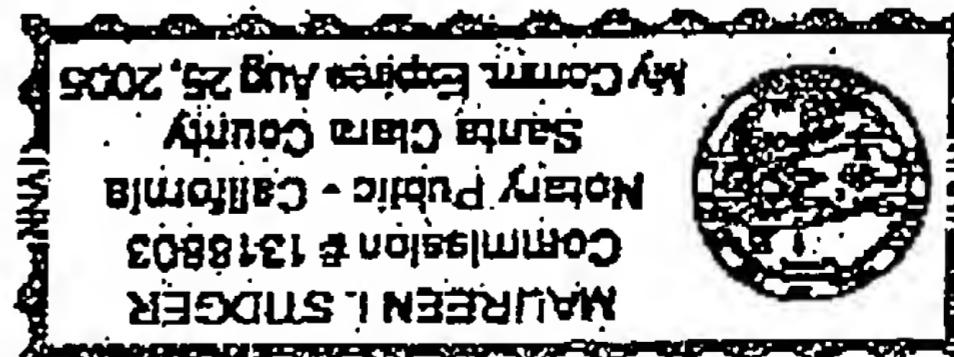
State of California
County of Santa Clara

On Feb. 6, 2002 before me, Maureen I. Stidger, Notary
(name and title of officer)

personally appeared Markus P. Hehlen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Signature: Maureen I. Stidger



JOINT TO CORPORATE ASSIGNMENT FOR SINGLE INVENTOR
INVENTOR: William K. Bischel

WHEREAS, the undersigned, William K. Bischel, a resident of Menlo Park, California (hereinafter "Inventor"), has invented or co-invented certain new and useful improvements in:

INTEGRATED OPTICAL ISOLATOR ARRAY

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;

WHEREAS Gemfire Corporation (hereinafter "Assignee"), a corporation of the State of California, having a place of business at 2741 E. Bayshore Road, #600, Palo Alto, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest which said inventor has (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of invention or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of invention or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any

of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee.

Date of Execution of Declaration for Patent Application:

2/4/02

William K. Bischel
William K. Bischel

State of California
County of Santa Clara

On Feb. 6, 2002 before me, Maureen I. Stidger, Notary
(name and title of officer)

personally appeared William K. Bischel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Signature Maureen I. Stidger

